

**NASA Operational Certification Authority (NOCA) Subscriber Agreement**  
(Version 1.0 March 2007)

**YOU MUST READ THIS NASA Operational Certification Authority (NOCA) SUBSCRIBER AGREEMENT BEFORE APPLYING FOR, ACCEPTING, OR USING A NASA PUBLIC KEY CERTIFICATE. BY SUBMITTING AN APPLICATION FOR A NASA PUBLIC KEY CERTIFICATE, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS OF THIS SUBSCRIBER AGREEMENT.**

Each user of a NASA Public Key Certificate is both a Subscriber (an entity whose name appears as the subject of a public key certificate) and a Relying Party (an entity who uses a public key certificate to authenticate the certificate subject, verify a digital signature or encrypt communications to the certificate subject).

By submitting an Application for a NASA Public Key Certificate you agree to use the Certificate and any related NASA PKI Services only in accordance with this Subscriber Agreement, including to:

- make true representation at all times regarding information in your Certificate application and other identification and authentication information;
- use Certificates exclusively for authorized NASA business;
- take reasonable precautions to protect your key tokens (if applicable) from loss, disclosure, modification, or unauthorized use;
- not divulge the value of any private key associated with its certificate to any other entity.
- provide protection of the your private keys.
  - Protection may take the form of a PIN for hardware-based private keys and/or a password for software-based private keys.
- take precautions to protect your user password/PIN (do not disclose your password/PIN to others, if keeping a written copy of your password, it must be stored in a secure, locked container or drawer);
- inform your local Registration Authority (RA) immediately if you:
  - No longer require your Certificate and associated keys;
  - No longer has access to your private keys (Ex: Can not remember PIN or password that unlocks private keys).
- inform your local RA within 48 hours of a change to any information included in your Certificate or Certificate application request;
- inform your local RA within 8 hours of a suspected compromise of your private key or password/PIN; and
- destroy any private key that has been reported to the RA(s) as compromised.

Relying Party obligations are available in the NOCA Registration Practice Statement.

Certificates are suitable for providing confidentiality, authentication, non-repudiation and data integrity for NASA information up to and including Sensitive But Unclassified

(SBU). Certificates are not to be used for classified information. Failure to abide by NOCA certificate policies and practices may constitute grounds for revocation of certificate privileges, and may result in administrative action and/or criminal prosecution under the computer fraud and abuse act (18 U.S.C § 1030(c)).

This agreement shall be governed by and construed in accordance with United States federal law. NASA Public Key Certificates are deemed government supplied equipment, and as such, all certificate users are bound by U.S. federal law governing the use of government provided equipment.

NASA reserves the right to refuse to issue a NASA Public Key Certificate.

### **DISCLAIMER OF LIABILITY AND WARRANTIES**

**NASA DISCLAIMS ANY LIABILITY THAT MAY ARISE FROM USE OF ANY CERTIFICATE ISSUED BY THE NASA OPERATIONAL CERTIFICATION AUTHORITY (NOCA), OR FROM THE DETERMINATION TO REVOKE A CERTIFICATE ISSUED BY THE NOCA. IN NO EVENT WILL NASA OR THE NOCA BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO ANY CERTIFICATE ISSUED OR REVOKED BY THE NOCA OR UNDER THE NOCA REGISTRATION PRACTICE STATEMENT (RPS).**

**NASA DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF ACCURACY OF INFORMATION CONTAINED WITHIN CERTIFICATES (EXCEPT THAT IT CAME FROM AN AUTHORIZED SOURCE).**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, all other provisions shall remain in force.

Additional information regarding NASA Public Key Certificates may be found in the Registration Practice Statement. (available at <http://nasaca.nasa.gov/docs.html>).